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Minn. Stat. § 480A.08, subd. 3 (2008).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A09-2334**

Rayetta Rydquist,
Relator,

vs.

Financial Resources Ltd. Inc.,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed September 28, 2010
Affirmed
Muehlberg, Judge***

Department of Employment and Economic Development
File No. 23049121-5

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Considered and decided by Kalitowski, Presiding Judge; Bjorkman, Judge; and Muehlberg, Judge.

* Retired judge of the district court, serving as judge of the Minnesota Court of Appeals by appointment pursuant to Minn. Const. art. VI, § 10.

UNPUBLISHED OPINION

MUEHLBERG, Judge

In this certiorari appeal, relator argues that the unemployment law judge (ULJ) erred by declaring her ineligible for benefits and by denying her request for reconsideration. We affirm.

FACTS

Relator Rayetta Rydquist was hired by respondent-employer Financial Resources Ltd. Inc. as a sales marketing assistant in February 2005. Relator's position primarily consisted of making sales calls on behalf of her manager, Craig Ramsey, with the objective of scheduling sales appointments for Ramsey. Relator's employment agreement provided for a base salary as well as potential to earn quarterly bonuses. Immediately following the compensation terms, the employment agreement stated: "The conditions of compensation outlined above were established . . . in payment for all normal functions of the position, *and an expectation of 10 (sales opportunity) appointments per week.*" (Emphasis added.)

Relator received her quarterly bonus during every quarter that she was employed, including four consecutive quarters beginning in July 2008 when she frequently failed to schedule ten sales appointments per week. During her performance review in early 2009, Ramsey and Kent Schutte, the company's president, clarified that relator was expected to schedule ten sales appointments per week in order to receive her quarterly bonus. Nevertheless, employer continued to pay relator her full performance bonus until July 2009, despite her repeated failure to meet the scheduled meetings objective.

On July 13, 2009, Ramsey informed relator that she would no longer receive the performance bonuses, but relator was unsure whether the bonuses were being eliminated altogether or if the bonuses would be paid only if she met the scheduled meetings goal. The following day, relator resigned in an e-mail sent to Schutte and Ramsey because she believed that her position had been downgraded. Schutte assured relator that her position was not being downgraded and that her bonuses were not eliminated; rather, her bonuses would no longer be paid unless she fulfilled the terms of her employment agreement. Relator did not withdraw her resignation. Relator was initially awarded unemployment benefits, and employer appealed the initial determination.

After a hearing, the ULJ found that, under the terms of her employment agreement, relator was to receive quarterly performance bonuses if she scheduled at least ten sales appointments per week for Ramsey. The ULJ also found that relator submitted her resignation without first expressing her concerns regarding the performance bonuses, and that relator did not rescind her resignation after being assured by employer that the bonuses were still attainable if she met the performance goals outlined in her employment agreement. The ULJ concluded that relator quit employment without a good reason caused by employer and, accordingly, that relator is ineligible to receive benefits. The ULJ subsequently denied relator's request for reconsideration. This appeal follows.

DECISION

Ineligibility Determination

Relator argues that the ULJ erred by declaring her ineligible to receive unemployment benefits. When reviewing the decision of a ULJ, this court may affirm

the decision, remand for further proceedings, or reverse or modify the decision if the substantial rights of the relator have been prejudiced. Minn. Stat. § 268.105, subd. 7(d) (2008). “The determination that an employee quit without good reason attributable to the employer is a legal conclusion, but the conclusion must be based on findings that have the requisite evidentiary support.” *Nichols v. Reliant Eng’g & Mfg. Inc.*, 720 N.W.2d 590, 594 (Minn. App. 2006). This court reviews the ULJ’s factual findings “in the light most favorable to the decision.” *Skarhus v. Davanni’s Inc.*, 721 N.W.2d 340, 344 (Minn. App. 2006). In doing so, this court “will not disturb the ULJ’s factual findings when the evidence substantially sustains them.” *Id.*

Absent a statutorily provided exception, a person who quits employment is ineligible for unemployment benefits. Minn. Stat. § 268.095, subd. 1 (Supp. 2009). An exception exists when an employee quits because of a good reason caused by the employer. *Id.*, subd. 1(1). But an employee must first “complain to the employer and give the employer a reasonable opportunity to correct the adverse working conditions before that may be considered a good reason caused by the employer for quitting.” *Id.*, subd. 3(c) (2008); *see also Burtman v. Dealers Disc. Supply*, 347 N.W.2d 292, 294 (Minn. App. 1984) (holding that an employee’s failure to complain to the employer about the adverse working conditions “forecloses” a finding of good reason caused by the employer), *review denied* (Minn. July 26, 1984).

The ULJ found that relator failed to complain about her perceived loss of performance bonuses prior to submitting her resignation. Relator does not challenge this finding. Relator’s failure to complain to her employer prior to resigning precludes a

finding of a good reason caused by employer, and the ULJ did not err in determining relator to be ineligible for benefits.

Request for Reconsideration

Relator also argues that the ULJ erred by denying her request for reconsideration, asserting that she should have been allowed to introduce her employment agreement and call Ramsey as a witness. A ULJ may grant a request for reconsideration when an additional evidentiary hearing “would likely change the outcome of the decision and there was good cause for not having previously submitted that evidence.” Minn. Stat. § 268.105, subd. 2(c)(1) (Supp. 2009).

Relator first claims that her employment agreement demonstrates that Ramsey had the ability to adjust or terminate her compensation terms, and thus her belief that Ramsey had eliminated the quarterly bonuses altogether justified her resignation. But regardless of the merit of this claim, relator’s failure to complain to her employer prior to resigning precludes a finding of good cause to quit, and admission of the employment agreement would not have altered this outcome. Relator alternatively argues that the ULJ erred by denying the reconsideration request to allow her to call Ramsey as a witness. Again, however, relator fails to demonstrate how Ramsey’s testimony would have altered the outcome of the proceeding. As such, the ULJ did not err by denying relator’s request for reconsideration.

Affirmed.